

F. Cooperative Agreements

- 1. Joint Powers Agreement and Operating Plan, Santa Fe Unit**
- 2. Extended Attack Incident Management Team Guidelines, Santa Fe Zone**
- 3. Memorandum of Understanding for Mutual Assistance in Prescribed Burning, Santa Fe National Forest and Bandelier National Monument**
- 4. Memorandum of Understanding for (draft), New Mexico Smoke Management Plan**
- 5. Initial Attack Operating Plan, Santa Fe Zone**
- 6. Southwest Area Preparedness Levels**

See the following pages for these sections.

1. Joint Powers Agreement and Operating Plan, Santa Fe Unit

See the following pages.

**JOINT POWERS AGREEMENT
AMONG THE
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND THE UNITED STATES
FEDERAL AGENCIES OF THE DEPARTMENTS
OF
AGRICULTURE AND OF THE INTERIOR
WITH
WILDFIRE PROTECTION RESPONSIBILITIES**

This Agreement is made pursuant to the Joint Powers Agreement Act, Sections 11-1-1 et. seq., NMSA 1978, between the Energy, Minerals and Natural Resources Department - Forestry Division ("EMNRD") and agencies of the United States Departments of Agriculture and Interior with wildfire protection responsibilities. This Agreement supersedes and replaces that certain cooperative agreement among the same agencies dated May 15, 1978. This Agreement does not modify nor affect any existing agreements for fire suppression among federal agencies.

WHEREAS, EMNRD is responsible for planning and coordinating wildfire suppression activities on non-federal and non-municipal lands in New Mexico at Sections 68-2-6, 68-2-8 and 68-2-24; and

WHEREAS, the U.S. Department of Agriculture, Forest Service is responsible for wildfire suppression activities on federal lands in New Mexico at Section 5, Act of April 24, 1950 (16 USC 572), the Act of June 30, 1914 (16 USC 498), Reciprocal Fire Protection Act of 1955 (42 USC 1856), Economy Act of June 30, 1932 (31 USC 1535), the Act of December 12, 1975 (16 USC 565a-1-3) and the Annual Department of the Interior and Related Agencies Appropriations Acts; and

WHEREAS, the U.S. Department of the Interior, Bureau of Indian Affairs, Bureau of Land Management, National Park Service and Fish and Wildlife Service is responsible for wildfire suppression activities on federal lands in New Mexico at:

- a. Protection Act of September 20, 1922 (42 Stat. 857; 16 U.S.C. 594),
- b. Economy Act of June 30, 1932 (47 Stat. 417 as amended; 31 U.S.C. 1535),
- c. Taylor Grazing Act of June 28, 1934 (48 Stat. 1269; 43 U.S.C. 315),
- d. National Park Service Acts as amended (67 Stat. 495; 16 U.S.C. 1b),
- e. Federal Property and Administrative Services Act of 1949 (40 U.S.C. 471),
- f. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. 1856a),
- g. National Wildlife Refuge System Administration Act of 1966 as amended (80 Stat. 927; 16 U.S.C. 668dd thru 668ee),
- h. Disaster Relief Act of May 22, 1974 (88 Stat. 143; 42 U.S.C. 51210),
- i. Federal Land Policy and Management Act of 1976 (90 Stat. 2743),
- j. Federal Grant and Cooperative Agreement Act (96 Stat. 1003; 31 U.S.C. 6301 thru 6308), and
- k. Supplemental Appropriation Act of September 10, 1982 (96 Stat. 837), and
- l. Authority applicable to all federal agencies - Reciprocal Fire Protection Act of 1955 (42 USC 1856), and the Economy Act of June 30, 1932 (31 USC 1535).

WHEREAS, all parties listed above are public agencies as that term is defined in Section 11-1-2 NMSA 1978; and

WHEREAS, it is in the parties' mutual interest to form a single coordinated effort to provide Cooperative Wildfire Suppression Services on federal, state and private lands in New Mexico.

NOW THEREFORE, the parties agree, as follows:

1. For the purpose of this Agreement, the following definitions shall apply:

- a. "Area Coordination Zone" means designated locations within New Mexico which have been established for coordination of activities of local fire suppression agencies, which exist or may be created in the future as needed, i.e., Southwest Zone at Silver City, Southeast Zone at Alamogordo, Central Zone at Albuquerque, Northcentral Zone at Santa Fe and North Zone at Taos.
- b. "Cooperative Federal Agency" means any agency of the United States Departments of Agriculture or Interior which has fire protection responsibilities on federally owned land and which is a party to this agreement for fire protection on State and private lands.
- c. "Cooperative Wildfire Suppression Services" means reimbursable expenses performed by a cooperating agency on lands of another cooperating agency after the responsible agency has been notified of an escaped fire.
- d. "Cooperative State Agency" means an agency of the State of New Mexico working under the authority of a Joint Powers Agreement with EMNRD for wildfire suppression.
- e. "EMNRD's State Forester" means the individual who serves as Director of EMNRD's Forestry and Resources Conservation Division or the State Forester's designated representative or someone appointed to act in the capacity of State Forester.

- f. "Escaped Fire" means a wildfire that exceeds the suppression capabilities of the initial attack effort.
- g. "Fire Protection Services" means fire suppression, support and facilitating services as supplied by any party hereto or by EMNRD's Cooperative State Agencies.
- h. "Fiscal Authority" means a person designated to authorize and certify expenditures.
- i. "Governor's Declared Emergency" means the official declaration by the Governor of New Mexico when wildfire suppression needs require resources of the State beyond those appropriated to EMNRD. The Governor is authorized by Section 6-7-1 NMSA 1978 to appropriate up to \$500,000 for each declared emergency.
- j. "Hazardous Material" means substances and materials in quantities and forms that the U.S. Secretary of Transportation has found to be an unreasonable risk to health, safety or property when transported in commerce.
- k. "Incident" means a wildfire occurrence which requires suppression action by trained wildfire suppression personnel to prevent or minimize loss of life or damage to property and natural resources.
- l. "Incident Commander" means the individual responsible for the management of a wildfire incident.
- m. "Initial Attack" means the total efforts undertaken by the responding agency to either suppress, or attempt to suppress a fire up to the point in time where such effort is determined to be ineffective and the fire is declared an escaped fire. Reimbursable work begins when the responsible agency is notified of the escaped fire.
- n. "Initial Attack Force" means the personnel and equipment dispatched for initial attack efforts.

- o. "Initial Attack Zones" means agreed upon areas assigned to each party as its responsibility for Initial Attack efforts.
- p. "Itemized Statement of Costs" means documentary verification by the Fiscal Authority of every claim for payment, including a cost statement which is broken down by specific labor and material categories for the purpose of cost reimbursement.
- q. "National Guard" means any element, vehicle or personnel of the New Mexico National Guard assigned to support any wildfire suppression effort authorized by this Joint Powers Agreement and as a Cooperative State Agency.
- r. "National Wildland Fire Qualifications System" means the qualification system that is followed by the National Association of State Foresters, National Wildfire Coordination Group and the Departments of Agriculture and of the Interior for establishing the training and experience standards necessary for a person to be able to work in specialized positions on wildfire suppression activities.
- s. "Reciprocal Fire Protection Services" means the non-reimbursable fire protection assistance extended as Initial Attack efforts in response to a fire on the lands under another agency's responsibility.
- t. "Reimbursable Expenses" means labor and material costs for fire suppression services by a Cooperative Federal or State Agency that are furnished as a Cooperative Fire Protection Service.
- u. "Reinforcements" means all forces deployed after the initial attack forces to assist the initial attack agency in the suppression of the wildfire.
- v. "Resources" means all personnel, material and equipment available, or potentially available, for

assignment to initial attack, reinforcement and extended suppression of wildfires.

- w. "Response Personnel" means only those personnel directly engaged in wildfire suppression activities; administrative personnel shall not be included.
- x. "Responsible Agency" means the federal or state agency that has the responsibility for fire protection on the lands upon which the wildfire is burning.
- y. "Southwest Area Coordination Center" means the location where coordination between Area Coordination Zone's, Cooperative Federal Agencies, Cooperative State Agencies and other national Area Coordination Center's is monitored, coordinated, etc. The Southwest Area Coordination Center is located in Albuquerque, New Mexico.
- z. "Unified Command" means a method for Cooperative Federal or State Agencies or individuals who have jurisdictional responsibility, and in some cases those who have functional responsibility on a wildfire incident, to contribute to:
 - 1). Determining overall objectives for the incident.
 - 2). Selection of a strategy to achieve the objectives.

2. RECIPROCAL FIRE PROTECTION SERVICES

Wildfire suppression in the designated Initial Attack Zones within the State of New Mexico as specified in formal Joint Powers Operating Plans that are set forth in paragraph 10.e., below, of this Agreement are Reciprocal Fire Protection Services.

When Reciprocal Fire Protection Services are furnished by any party to this Agreement on lands for which another has fire protection responsibility, the party having responsibility must take over the fire when notified that the fire has escaped initial attack or must request that the initial attack party continue

suppression action. Requested actions beyond initial efforts are Cooperative Wildfire Suppression Services. Requested suppression action beyond the declaration of an escape shall be reimbursed. Efforts shall be made to make prompt notification to the Responsible Agency of all initial attack responses.

3. COOPERATIVE WILDFIRE SUPPRESSION SERVICES

When Cooperative Wildfire Suppression Services are furnished by any party to this Agreement on lands for which EMNRD or a Cooperative Federal Agency has wildfire protection responsibility, the Responsible Agency shall assume financial responsibility for the wildfire when notified by the cooperating party that the wildfire has escaped initial attack. The responsible party may assume control and make specific requests for services. If that is done only the services so requested are Cooperative Wildfire Suppression Services. Cooperative Wildfire Suppression Services are reimbursable from the time the wildfire was declared to have escaped until suppression support is no longer requested of the Cooperating Agency. Cooperative Federal Agencies shall not bill one another for cooperative wildfire protection services furnished among Cooperative Federal Agencies.

Cost reimbursement shall be handled by direct billing between EMNRD, including billing on behalf of other state agencies and Cooperative Federal Agencies. The National Guard shall be reimbursed by invoice through EMNRD's State Forester to the responsible agency when mobilized under a Governor's Declared Emergency.

Subject to the exclusion of billing between Cooperative Federal Agencies, eligible reimbursement shall include:

- a. Salaries and expenses of employees. The Responsible Agency shall reimburse the agency furnishing assistance by paying reasonably incurred direct salary costs (including regular pay, overtime and hazardous duty pay, if applicable) for personnel including seasonal employees. No billing for non-response personnel shall be accepted

for reimbursement, however an Indirect Rate may be added to the final billing for each fire incident to cover overhead and administration costs as follows:

- 1) If total reimbursement is \$10,000 or less.....15 percent;
- 2) Reimbursement of amounts above \$10,000.....10 percent;
- 3) Reimbursement of amounts above \$50,000.....5 percent.

- b. Travel and per diem. The Responsible Agency shall reimburse the agency furnishing assistance for travel and per diem expenses of all such persons engaged in the suppression of each individual wildfire incident pursuant to the authorized per diem rates for each cooperating party.
- c. Equipment use. Each agency shall be reimbursed for equipment use at the current, regularly established equipment rates of the furnishing agency. Equipment hired by one party from another shall be returned in the same condition as when received, reasonable wear and tear excepted. Damage in excess of reasonable wear and tear on equipment shall be repaired by the hiring agency if damage was caused by the hiring agency. Equipment lost or destroyed by the hiring agency shall be replaced by the hiring agency.
- d. Other expenses. Reimbursement for expendable supplies and expenses incurred in suppressing a wildfire by EMNRD including its Cooperative State Agencies and of Cooperative Federal Agencies, other than as provided under a, b, and c above, shall be on an actual cost basis, or by replacement in kind. All supplies and expenses must be fully documented, including receipts for invoices and documentation shall be furnished to the Responsible Agency

with the reimbursement billing request. Discounts must be passed through to the Responsible Agency.

4. STRICT ACCOUNTABILITY

The parties to this Agreement shall maintain strict accountability for all receipts and disbursements. Itemized statements of cost covering all reimbursable expenses shall be submitted within 120 days, beginning on the day the fire is declared out and in no event later than June 1 of each year, to assure proper encumbrances before the close of the State fiscal year on June 30 and September 1, to assure proper encumbrances before the close of the federal fiscal year on September 30 respectively. Each party to this Agreement shall submit its own request for fire cost reimbursement to the Responsible Agency.

5. WORKMEN'S COMPENSATION

For purposes of Workmen's Compensation coverage, employees of the State of New Mexico, while assigned to assist in suppressing fires on lands of the other parties to this Agreement are covered under the Workmen's Compensation Act by their agencies.

Members of Rural or Municipal Fire Departments are covered for Workmen's Compensation by their respective political entities. Volunteer firefighters are not covered by the Workmen's Compensation Act.

Personnel furnished by a Cooperative Federal Agency assisting in suppressing fires on lands of another cooperating party are covered under applicable Federal Government Regulations pertaining to Workmen's Compensation.

6. THIRD PARTY LIABILITY

Each party shall be solely responsible for the acts and omissions of its officers and employees, as limited by law, resulting in damage or injuries to third parties to the same extent and limits that such party is responsible under applicable law.

This shall not be construed as a waiver of any immunity for liability.

7. FISCAL AUTHORITY

EMNRD shall designate a fiscal authority to collect, authorize and certify billings on behalf of EMNRD's Cooperative State Agencies for Interagency Fire Management Teams assigned to wildfires burning on State and private lands in New Mexico.

8. NO NEW CAPITAL OUTLAY

No property other than reimbursable or expendable materials actually consumed during fire suppression activities shall be allowed as a result of the joint exercise of powers under this Agreement (ie., no capital outlay for new items such as chainsaws, water pumps, generators, and so forth).

9. FIRES ON OR THREATENING LANDS OF BOTH PARTIES.

When the parties are involved in a joint fire suppression effort, it is agreed:

- a. The parties involved will designate in writing an Incident Commander or establish a Unified Command in consideration of the lands threatened and the qualifications of available Incident Commander personnel based on the National Wildland Fire Qualification System.
- b. The parties involved in the fire incident shall participate jointly in strategy sessions to reach mutual agreement on strategy and tactics, subject to final decision by the Incident Commander; but within policy guidelines prescribed by the Responsible Agency.
- c. The Incident Commander shall base decisions on an appraisal of the most appropriate strategy and tactics to control the fire and consideration of the particular land use requirement. If it is necessary to set priorities due to limited suppression forces, the Incident Commander shall consider both the values of resources including

structures and improvements at stake and the natural fuel potential ahead of the fire.

- d. Cooperative Suppression costs of such joint action fires shall be prorated based upon the individual cooperating parties' percentage of area affected by the fire. Exceptions to this general approach shall be made:

- (i) when it is necessary to expend extraordinary costs to halt the forward spread of fires which threaten lands of only one party;
- (ii) when the Incident Commander, with input from the parties involved, determines that the Incident is no longer commonly threatening to multiple Responsible Agencies because it has been controlled and is then only a threat to the other cooperating party or parties. Such determination shall be documented in writing as soon as practicable. Costs incurred up to such point shall be prorated according to acreage involved. Mop-up and patrol on the lands for which the fire has been controlled shall be borne by the Responsible Agency;
- (iii) when the fire has been caused by willful or negligent action of an employee or contractor of one cooperating party;
- (iv) when the fire is in part on lands under contract for protection by one of the federal agencies. In such case the federal agency holding the contract to provide protection shall pay the prorated share of the costs for those lands.

10. GENERAL PROVISIONS.

- a. Report of a Fire. Employees of the parties should take immediate action to report any wildfire discovered by them that occurs on or threatens the lands of other cooperating parties and to assist in fire suppression to the extent of available suppression resources when called

Plans and Initial Attack Zones. In the absence of such meeting, initial attack operations shall be conducted according to the plans attached hereto as lettered exhibits A - E. When the plans are amended by the parties they shall be substituted as lettered exhibits to this Agreement.

f. Liaison. EMNRD's State Forester is the liaison from the state to the federal agencies. The chief executive officer in New Mexico for each of the Cooperative Federal Agencies, or a designee, shall be the liaison for purposes of wildfire suppression. The State Forester shall keep the New Mexico Department of Public Safety advised of developing fire situations with potential for civil disaster.

g. Hazardous Materials. If any of the parties suspect hazardous materials are involved in a fire they should notify the Department of Public Safety's Hazardous Material Emergency Response Coordinator (505-827-9226) or the State Police.

h. National Guard. National Guard assistance shall be sought at the State level through EMNRD's State Forester to the Governor for a Governor's Declared Emergency. The Incident Commander shall advise EMNRD's State Forester upon the termination of the fire emergency for purposes of demobilizing the National Guard. At that time, EMNRD's State Forester shall advise the Governor and the Adjutant General's Office that the fire emergency no longer exists.

i. Review Meeting. Meetings should be held as needed to review the effectiveness of this Joint Powers Agreement and possible amendment pursuant to subparagraph q., below. EMNRD shall be responsible for calling the meeting.

upon by another cooperating party. EMNRD shall include this reporting obligation in any agreements with other state agencies for wildfire suppression.

b. Requests for Aid. Every effort shall be made to obtain suppression resources and assistance from the closest available source and at the earliest possible time in order to reduce suppression costs. In addition, all requests for aid from state agencies shall be made to EMNRD's State Forester or his designee. When suppression resources are no longer available through the local Area Coordination Zone then resource orders for the necessary support shall be made through the Southwest Area Coordination Center.

c. Personnel Qualifications. Fire fighting personnel (except those from Cooperative State Agencies) detailed to emergency fire suppression work shall be qualified according to the then current National Wildland Fire Qualifications Guide (310-1).

d. Law Enforcement. The agency having the primary responsibility for fire protection for the land on which the fire originates shall be responsible to take such law enforcement action as is deemed necessary. When Initial Attack is made by a cooperating party, it should immediately protect and secure the area of fire ignition, or if that is not possible, to gather information and evidence pertaining to the cause of the fire and hold it for investigation and analysis by the party with primary fire protection and law enforcement responsibility.

e. Initial Attack Coordination Meeting. As arranged by EMNRD, the parties shall meet within each of the Initial Attack Operation Areas to review Initial Attack Operating

j. Termination. The term of this Agreement shall be five (5) years. Participation in this Joint Powers Agreement may be terminated by any party by notification in writing to all other parties at least 90 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the noticed date of termination.

k. Conflict of Interest. No member of, nor delegate to Congress nor Resident Commissioner shall be admitted to any share or part of this Agreement, nor to any benefit that may arise herefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit. For EMNRD, New Mexico statutes governing conflict of interest shall control this agreement.

l. Equal Opportunity. The extension of benefits under the provisions of this Agreement shall be without discrimination as to race, color, creed, sex, sexual preference or national origin.

m. Waiver of Claims. Each of the parties to this Joint Powers Agreement does hereby expressly waive all claims against every other party for compensation for any loss, damage, personal injury, or death except as otherwise provided herein occurring in consequence of the performance of this Agreement.

n. Appropriations. Nothing in this Agreement shall be construed as obligating any party to expend money in excess of appropriations authorized by State or federal laws. This Agreement is contingent upon sufficient funds and appropriations being made available by the New Mexico

Legislature and appropriations for federal agencies being made available by the United States Congress.

o. Employment Status. Employees of the Federal Cooperative Agencies shall not under the terms of this Agreement become employees of the State of New Mexico. As a result of this Agreement the federal parties, their agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles or any other benefits afforded to employees of the State of New Mexico.

p. Agreement Limited to the Parties. This Agreement shall not be construed to inure to the benefit of persons or parties not signatory hereto and nothing in this Agreement shall be construed as affecting liability or any immunity to persons or entities not signatory hereto.

q. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration (DFA).

r. Term. The term of this Agreement shall be five (5) years. This Agreement shall not become effective until approved by the Secretary of DFA and all parties. This Agreement shall remain in full force and effect for the term unless terminated pursuant to paragraph 12.j.

s. Review and Audit. The Comptroller General of the United States, DFA, the New Mexico State Auditor and EMNRD and their authorized representatives shall have access to and the right to examine any pertinent books, documents, papers and records relating to any Reimbursable Work for 3 years following the date payment was made. This

Agreement shall be reviewed at least annually and any party obtaining an audit shall make the same available to each of the other parties within thirty (30) days following the audit's completion. Such audits shall fulfill the obligations of the parties for an annual audit hereunder pursuant to the federal Single Audit Act of 1984.

NEW MEXICO ENERGY MINERALS AND
NATURAL RESOURCES DEPARTMENT

By: 
Secretary

Date: 7-23-91

FORESTRY DIVISION

By: 
State Forester

Date: 7/14/91

UNITED STATES OF AMERICA
USDA, FOREST SERVICE

By: _____

Regional Forester
Southwestern Region

Date: _____

3/22/91

UNITED STATES OF AMERICA
USDOI, BUREAU OF LAND MANAGEMENT

By: _____

State Director, New Mexico

Date: _____

2-27-91

UNITED STATES OF AMERICA
USDOI, BUREAU OF INDIAN AFFAIRS

By: _____

Area Director
Albuquerque Area Office

Date: _____

3/28/91

UNITED STATES OF AMERICA
USDOI, BUREAU OF INDIAN AFFAIRS

By: _____

ACTING Area Director
Navajo Area Office

Date: _____

6/1/91

UNITED STATES OF AMERICA
USDOI, NATIONAL PARK SERVICE

By: 

Regional Director
Southwest Region

Date: 3/4/91

UNITED STATES OF AMERICA
USDOI, U.S. FISH AND WILDLIFE SERVICE

By: 

~~2-1-91~~ Regional Director

Date: 5/16/91

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: 

Secretary

Date: 8/15/91

APR 23 1985

JOINT POWERS OPERATING PLAN

SANTA FE UNIT

AGE. No. 16-R3-77-0003

No. - CANMSO 90

No. 66-4

FMO Copy

M. V. Melnikov
Forest Supervisor

April 22, 1985
Date

Kenneth D. [Signature]
Chama District, New Mexico State Forestry

April 8, 1985
Date

Joe L. [Signature]
Las Vegas District, New Mexico State Forestry

5-7-1985
Date

John V. Brey
Pecos National Monument, Superintendent

5/14/85
Date

John D. [Signature]
Bandelier National Monument, Superintendent

4/25/85
Date

Vincent [Signature]
Bureau of Indian Affairs, Area Director

5/2/85
Date

L. Paul [Signature]
Albuquerque District Manager,
Bureau of Land Management

5-2-85
Date

George A. [Signature]
Bernalillo District, New Mexico state Forestry

4/29/85
Date

JOINT POWERS OPERATING PLAN

This Operating Plan is between the United States Department of Interior; U.S. Fish and Wildlife Service (USF&WS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), the United States Department of Agriculture--Forest Service (USFS), and the State of New Mexico; New Mexico State Forestry Division (NMSFD).

I. AUTHORITY

Authority for this Operating Plan is derived from and part of the 1978 Joint Powers Agreement, Section E, General Provisions, Item 5, between the above mentioned Federal and State agencies, which calls for the preparation and adoption of an annual operating plan.

II. PURPOSE

The purpose of this Operating Plan is to establish an agreement for wildland fire initial attack procedures for the Santa Fe Unit, State of New Mexico.

III. RESPONSIBILITY

It is mutually agreed that each party of this Operating Plan will retain ultimate responsibility for all fire suppression action on lands under its administrative jurisdiction.

IV. DEFINITIONS

A. Initial Attack is that initial suppression response to a wildland fire.

B. Escaped Fire is a fire that exceeds the capabilities of the initial response forces.

C. Incident Commander is the first fire qualified supervisory person to arrive at the fire, until relieved.

D. Parent Agency is that agency having ultimate responsibility for fire suppression action on lands under its jurisdiction.

E. Initial Attack Zones are mutually agreed upon areas delineating initial attack responsibilities.

F. Notification of Initial Attack Action is documentation of dispatch action following the report of a fire.

V. DESIGNATED ZONES OF RESPONSIBILITY

A. Initial attack zones have been established based on closest and available fire protection resources, and capabilities of the designated responding agency. A map of these zones is attached hereto and made a part of this plan (Exhibit 1).

The designated initial attack zones are based on historical wildfire incidents and are agreed to by off-setting for Federal and non-Federal expenditures of funds, and thereby mutually beneficial and cost effective. Also, it is agreed that Federal protection (cost) on non-Federal lands will not exceed the protection by the State. Conversely, the State will not expend funds to a greater extent in protecting Federal lands than would the Federal agencies in protecting Federal lands.

B. The agency responsible for initial attack should make reasonable effort to contact private landowners in advance of fire season. The objective of such contacts is to briefly explain the initial attack responsibilities and obtain gate keys or permission by the landowner to cut fences or gates for access to fires. Any damage to private lands for access should be restored following control of the fire. These contacts should be made by local unit personnel who have the assigned initial attack responsibility.

VI. SPECIFIC PROVISIONS

A. Initial Attack A and B Fires

1. Communication. Each agency will submit an initial report to cooperating agencies of their available resources by May 1. This report shall be updated as changes occur. Preferred method is via FATCOM, and once resources have been established the report will be by exceptions only.

a. Prompt verbal (FATCOM, telephone, etc.) notification to the parent agency within 24 hours of the initial dispatch. See sample (Exhibit II).

b. The Notification of Initial Attack Action Report will be submitted to parent agency within 24 hours of the initial dispatch. See sample (Exhibit II).

c. Authorization has been given between agencies to exchange radios and radio frequencies for emergency fire suppression activities. The use of radio frequencies will be limited to emergency mutual aid initial attack usage and will be discontinued immediately after the fire incident ceases to be an emergency.

2. Coordination

a. Initial attack agency shall abide by parent agencies procedures in dealing with ownerships involved.

b. Initial attack agency shall submit its Fire Report to the parent agency within fifteen (15) days after the fire is declared out.

c. The initial attack agency will continue dispatching services on fires for which initial attack actions are being undertaken.

d. Payment. The initial attack agency will bear the initial attack cost unless otherwise negotiated.

e. Coordination. A Multiple Agency Coordination (MAC) group will be established for Multiple A and B fires when such a situation arises.

B. Escaped Initial Attack Fire

1. Communication

a. The initial attack Incident Commander shall notify the dispatcher when the fire has escaped initial attack.

b. The time of escape, date, from whom, and to whom the report is made must be documented by the dispatcher, which must be reported immediately, via FATCOM, to the parent agency. See sample (Exhibit III).

c. In situations where the parent agency requests the initial attack agency to continue suppression actions a Fire Situation Report must be submitted daily to the parent agency.

2. Coordination

a. Parent agency will initiate whatever action is necessary to suppress the fire, and assume suppression control of the fire as soon as qualified fire personnel arrive at the fire.

b. As appropriate, suppression plans shall be negotiated and agreed to by coordinating agencies.

c. The need for a Resource Advisor will be determined at the time the parent agency is notified of the escaped fire.

d. Dispatch. Agencies involved will negotiate and agree who will have the dispatching assignment.

3. Payment

a. Upon notification of an escaped fire, the parent agency assumes fiscal responsibility as per Section B, C, and D, Item 1d of the Joint Powers Agreement.

b. Fires that are entirely on lands under State jurisdiction: Upon notification of an escaped fire, the State will designate a comptroller or authorized individual to approve expenditures and fiscal responsibilities.

c. Initial attack agency shall submit an estimate of reimbursable suppression cost to the State Forestry Division within 2 weeks from the time that the service was rendered. See Exhibit V.

VII. GENERAL PROVISIONS

A. News Releases. Involved agencies will coordinate news release items pertaining to the current fire situation to the media.

B. Mop Up and Abandonment Checks. The initial attack agency will be responsible for mop up and abandonment checks, unless otherwise negotiated.

C. Fire Statistics (Fire Report, Records, etc.)

1. The origin of the fire denotes the parent agency.

2. The parent agency has the responsibility of preparing their statistical fire report. Information for this report shall be provided by the initial attack agency.

D. Effective Date. This plan is effective when all parties have signed this plan.

E. Review and Revisions

1. This plan will be reviewed annually before March 15 of each year.

2. This plan will remain in effect among all the signing parties until one or more of the parties submits a written notice of withdrawal from the plan or requests a change in the plan which would affect the other parties signing the plan. Interim modifications of this plan may be made subject to agreement by parties concerned to correct unworkable situations.

3. Changes in initial attack jurisdictional areas will be made as attachments to this plan and will be signed only by those parties involved in the jurisdictional changes. Amendments will be submitted to the State Forestry Division to be placed in the Joint Powers Operating Plan master file.

4. Copies of the master Joint Powers Operating Plans and maps of initial attack zones will be maintained by the State Forestry Division.

EXHIBIT II
NOTIFICATION OF INITIAL ATTACK ACTION

UNIT

1. TO (Parent Agency):
2. FROM (I.A. Agency)
3. By (Dispatcher):
4. INCIDENT NAME:
5. DATE OF DISCOVERY:
6. TIME OF DISCOVERY:
7. LAND STATUS:
8. LEGAL T: R: S:
9. GENERAL LOCATION:
10. SIZE:
11. COVER (Fuels):
12. GENERAL FIRE BEHAVIOR:
13. CAUSE:
14. RESOURCES RESPONDING:
15. DATE OF NOTIFICATION:
16. TIME OF NOTIFICATION:
17. REMARKS:

EXHIBIT III

NOTIFICATION OF AN ESCAPED FIRE

1. TO (Parent Agency):
2. FROM (I.A. Agency):
3. BY (Dispatcher):
4. FIRE NAME:
5. LEGAL T: R: S:
6. DATE OF ESCAPE:
7. TIME OF ESCAPE:
8. SIZE:
9. RECEIVED BY (Parent Agency):
10. DATE OF NOTIFICATION:

EXHIBIT V

FIRE REIMBURSEMENT ESTIMATE

SEND TO:

State Forester

New Mexico State Forestry Division

P.O. Box 2167

Santa Fe, NM 87504-2167

DO NOT WRITE IN THIS BLOCK

Date Received: _____

Approved By: _____

Amount of
Encumbrance: _____

Voucher No.: _____

Line Item No.: _____

Date Paid: _____

AGENCY REQUESTING REIMBURSEMENT:

Billing Date

Date Payment Due

FIRE IDENTIFICATION DATA

STATE FIRE NUMBER _____

FIRE NAME (STATE) _____

Dates of Fire Incident: _____

ESTIMATED REIMBURSABLE SUPPRESSION COSTS

I.	Payroll.....	\$	_____
II.	Travel.....	\$	_____
III.	Equipment (Description) _____	\$	_____
IV.	Aircraft (Description of aircraft)		
	A. Fixed wing _____	\$	_____
	B. Rotary _____	\$	_____
V.	Retardant		
	A. Fire Order Numbers _____	\$	_____
	B. Gallons of Retardant Delivered _____	\$	_____
VI.	Supplies		
	A. Fire Order Numbers _____	\$	_____
	B. Type of Supplies Shipped (list)		
	1. _____	\$	_____
	2. _____	\$	_____
	3. _____	\$	_____
	4. _____	\$	_____
	5. _____	\$	_____
	6. _____	\$	_____
	7. _____	\$	_____
	8. _____	\$	_____
	9. _____	\$	_____
	10. _____	\$	_____
VII.	Indirect Cost _____ %	\$	_____

If there are any questions pertaining to this reimbursement request who should be contacted?

NAME _____ Telephone Number (Commercial) _____

2. Extended Attack Incident Management Team Guidelines, Santa Fe Zone

See the following pages.

-People on the Class II Team will be dismissed of the Class III upon request. Replacement will immediately be resource orders upon need.

-The IC may resource order a OPS Chief upon the need of the incident.

CLASS III TEAM OPERATING GUIDE

SANTA FE NATIONAL FOREST

AND

SANTA FE ZONE

I. STATEMENT OF PURPOSE:

1. Not enough qualified resources on the units.
2. Efficiency in managing of fire(s) resulting in cost savings.
3. Minimize resource damage.
4. Run a better organized fire from initial attack for Class II to take over or to assist the unit in controlling the fire.

II. INTRODUCTION

The Class III Team is the basic incident organization to be activated when an incident threatens to become a project size in escaping initial attack and the Escaped Fire Situation Analysis indicates that a Class III Team is needed to manage the incident. The objective of the system is to assure the smooth and rapid build-up of overhead crews and equipment to handle a potential project fire during the first period. This incident team may also be activated in the event of multiple fires on any of the units, where an organization is needed.

The Class III Team will be dispatched to the incident when it becomes obvious to the Unit Head, or Unit Fire Management Officer, that the unit initial attack resources are not adequate to handle the incident(s).

The Class III Team Duty Roster will be for the critical part of fire season. This will allow individuals on the roster time to adjust work plans. Under normal fire weather conditions, the roster will span April to July. In the event the fire weather dictates otherwise the team member will be notified.

Team assignees for this period must remain in reasonable contact with the Zone Dispatcher. To be effective, the team must be ready to leave for the incident within one hour after a call out. Any person assigned to the team as primary staff not able to perform their duty, has the responsibility to the Dispatcher

to fill in for his/her behalf, in advance and notify the Forest Dispatcher of change.

The Class III Team will manage its assigned incident until it is controlled or until a Class II has arrived and is assigned management of the fire by the unit head or acting.

III. ACTIVATING THE CLASS III TEAM

The team will be activated and dispatched upon the request of the Unit Head or the Unit Fire Management Officer. The request for the team should go directly to the Forest Dispatcher with information where to assemble.

The following actions will take place when the Class III Team Team is requested:

1. The Dispatcher will call the team members by radio and/or telephone as listed for that day.
2. Immediately the team member will respond with their kits to the assembly point or unit.
3. The IC review and amend the EFSA as need be with the unit head for unit head approval.
4. The incident unit office will supply the proper maps, aerial photos, pre-attack etc., and send to assembly point.

A great deal of the success of this system depends upon the concept of teamwork, and teamwork can be accomplished only through the organization that will take place within the team prior to actually going to work on the incident.

IV. LINES OF AUTHORITY

In the event of a fire on either of the units being managed by the Class III Team, the Incident Commander will work directly for and receive delegation of authority from, the Unit Head on whose unit the fire occurs. In the event the fire is on more than one unit, the two unit heads will decide who will provide the delegation of authority.

V. TRAINING

Success of the Incident Management System is dependent upon the individual involved feeling sure that they are prepared to accept full responsibility for the job assigned. Each individual should be sure that they fully understand what is expected. Before the fire season, a short training session will be conducted for all the team staff and as many alternates as possible.

VI. REQUEST FOR A CLASS II INCIDENT MANAGEMENT TEAM

A Type II Incident Management Team will be requested and activated when it is apparent the incident, 1) threatens to become project size and the EFSA confirm the need for a larger Team to manage the incident, 2) the Incident Commander and the Unit Head decides the need for the Type II Team.

If the Class II Team is requested, the IC, the Unit Head, and the Forest FMO, should be prepared to give the Class II Team IC a size up, person power and equipment needs.

ADDENDUM A
TO THE
SANTA FE ZONE EXTENDED ATTACK TEAM OPERATING GUIDE

I. The following positions will be activated as full team members should an incident for which the team is assigned become a threat to Los Alamos County:

- (A) AGENCY REPRESENTATIVE(S) TO THE INCIDENT COMMANDER:
 - (1) Los Alamos County FD Chief D. MacDonald (alternate TBA)
 - (2) LANL Representative G. VanTiem (Alt. E. Nettles)
- (B) INFORMATION OFFICER (IOFR)
 - (1) LANL:
 - (2) County:
- (C) STRUCTURAL PROTECTION GROUP SUPERVISOR
 - (1) LAFD Dep. Chief D. Tucker
- (D) STAGING AREA MANAGER, LAFD: TBA
- (E) SUPPLY SPECIALIST, LAFD: TBA
- (F) COMMUNICATIONS SPECIALIST, LAFD: TBA
- (G) SUPPORT DISPATCHER (EDSD), Assigned to EOC. (Resource Order).
- (H) SAFETY OFFICER (SOFR)-Assigned by Team (Resource Order)

II. Qualifications.

Of the positions listed above, all should have completed the Basic ICS Course or equivalent.

The AGENCY REPS should come with an appropriate level of administrative authority to participate actively in the decisionmaking process. These positions are to remain with the team until properly relieved.

The STRUCTURAL PROTECTION GROUP SUPERVISOR should be agency certified to the level appropriate to this position.

The SUPPORT DISPATCHER will be qualified to that level within NIFQS.

III. Activation.

The Incident Commander will request that one or more of these positions be activated as required for the safe and efficient management of the incident. All requests will be processed through the Santa Fe Interagency Zone Dispatch (505) 438-7800.

(NOTE: Position descriptions for special team personnel listed above are maintained by the Incident Commander, with copies in the Bandelier Fire Management Office)

**3. Memorandum of Understanding for Mutual Assistance in
Prescribed Burning, Santa Fe National Forest and Bandelier
National Monument**

See the following pages.



IN REPLY REFER TO:

John - FYI
United States Department of the Interior

NATIONAL PARK SERVICE
Bandelier National Monument
HCR 1, Box 1, Suite 15
Los Alamos, New Mexico 87544-9701

August 14, 1996

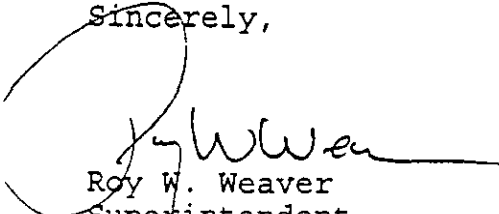
Mr. Donald DeLorenzo
Santa Fe National Forest
P.O. Box 1689
Santa Fe, New Mexico 87504

Dear Mr. DeLorenzo:

Enclosed is a signed original Interagency Agreement between Santa Fe National Forest and Bandelier National Monument . If you have any questions please contact Tammy K. Gallegos at (505)672-3861 ext. 504.

We look forward to working with you and your staff.

Sincerely,


Roy W. Weaver
Superintendent

INTERAGENCY AGREEMENT

Between

U.S.D.I. National Park Service, Bandelier National Monument
and

U.S.D.A. Forest Service, Santa Fe National Forest

- I. Purpose: By this agreement, the Bandelier National Monument (hereinafter referred to as the Park Service) agrees to provide to the Santa Fe National Forest (hereinafter referred to as the Forest Service) the services of Park Service employees and equipment to assist them in the support of prescribed burning operations. Services are provided on a reimbursement basis.
- II. Authority: The authority for the Park Service to enter into this agreement with the Forest Service and to place orders for work and services is the Economy Act of June 30, 1932 (31 U.S.C. 1535), and P.L. 102-381, Department of Interior and Related Agencies Appropriations Act, 1993.
- III. Scope: The work will consist of either site preparation, line construction, ignition of burn units, and holding as instructed by the agency person responsible for the project.
- IV. Reimbursement: The Forest Service agrees to identify the personnel and equipment needs in the performance of this agreement. See attached financial plan.

The maximum total cost liability to the Forest Service for this instrument is \$10,000. Transfer of funds to the Park Service will be through an On-Line Payment and Collection System (OPAC) billing. The OPAC billing document which the Park Service will prepare shall contain the following information as the first line of the description or the reference section:

FS Account Data: 0310
Management Code: 036353 - Override T010
Instrument Number: R3-10-96-0012
Agency Location Code: 12-40-0001
Budget Object Code: 2550

Send bill to: National Finance Center, ATTN: OPAC
P.O. Box 60000
New Orleans, La. 70160

A detailed list of charges incurred will be made available upon request. Any excess funds not used for the agreed costs shall be refunded to the Forest Service upon expiration of this instrument.

Both parties can agree to waive reimbursement on a case by case basis.

V. Other Provisions:

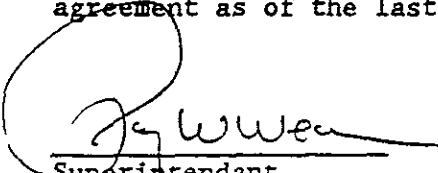
- A. Modification: Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
- B. Access to Records: Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.
- C. Termination: This agreement shall be considered effective upon execution by both parties and will expire September 30, 1996. Either party, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each parties expenses and all non-cancellable obligations properly incurred up to the effective date of termination.
- D. Restriction for Delegates: Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
- E. Obligations: Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.
- F. The principal contacts for this instrument are:

Phil Neff
USDA Forest Service
PO Box 150
Jemez Sprs., NM 87025
(505) 829-3535

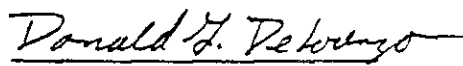
John Lissoway
USDI National Park Service
Hcr 1, Box 1, Sta. 15
Los Alamos, NM 87544
(505) 672-3861

- G. Availability of Funds: Funding in the amount of \$10,000 is currently obligated for performance of this instrument through Sept. 30, 1996. The Forest Service obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond Sept. 30, 1996, until funds are made available to the Forest Service for performance and until it receives notice of availability. Contingent upon Forest Service approval of continuance of work, a written modification to the instrument shall be issued to include funding for the subsequent performance period as described in the approved operating or financial plan, or budget.
- H. Extended Term: The Forest Service, by written modification to the instrument, may extend the term for subsequent performance periods not to exceed a total duration of 5 years from the execution date of this instrument, including the subsequent performance periods.
- I. Funding Equipment and Supplies: Federal funding under this instrument is not available for reimbursement of cooperator purchase of equipment and supplies.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.


Superintendent
Bandelier National Monument

8/1/96
Date


Forest Supervisor
Santa Fe National Forest

7/18/96
Date

FINANCIAL PLAN

Funding in the amount of \$10,000, shall be used by the Park Service for payment of prescribed burning operations as follows:

Salary, Overtime, Field Perdiem	\$10,000
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4. Memorandum of Understanding for New Mexico Smoke Management Plan

See the following pages.



United States
Department of
Agriculture

Forest
Service

Southwestern
Region

**COPY FOR YOUR
INFORMATION**
517 Gold Avenue SW
Albuquerque, NM 87102-0084
FAX: (505) 842-3800
V/TTY: (505) 842-3292

File Code: 1580 ✓
Route To: 5170

Date: JUN 17 1997

Subject: New Mexico Smoke Management Memorandum of Understanding
Number 16-R3-07-0006

To: Mark E. Weidler, Cabinet Secretary, New Mexico Environment Dept.
John E. Cook, Regional Director, Intermountain Region, NPS
William C. Calkins, State Director, BLM, NM
Nancy M. Kaufman, Regional Director, FWS
Ray Powell, Jr., State Land Commissioner, NM State Land Office
Jennifer A. Salisbury, Cabinet Secretary, NM Department of Energy,
Minerals and Natural Resources

Enclosed is a copy of the New Mexico Smoke Management Memorandum of Understanding (MOU) 16-R3-07-0006 between New Mexico Environment Department, National Park Service, Bureau of Land Management, Fish and Wildlife Service, New Mexico State Land Office, and New Mexico Department of Energy, Minerals, and Natural Resources.

This MOU becomes effective immediately until 2002. The cooperative effort of all agencies involved in the use of prescribed fire for accepted ecosystem management practices is essential to the success of this plan.


JOHN R. KIRKPATRICK

CHARLES W. CARTWRIGHT, Jr.
Regional Forester

Enclosure

**COPY FOR YOUR
INFORMATION**

*This is what Ron
Moody sent me.*



New Mexico Smoke Management

Memorandum of Understanding

PURPOSE

This MOU defines how the signatory land and resource management agencies and the New Mexico Environment Department (NMED) will work together in managing smoke from prescribed burning to preserve air quality and limit impacts to excellent visibility in New Mexico.

AUTHORITY

Federal Authority.

Federal Clean Air Act, (Public Law 101-549);
 Economy Act of June 30, 1932, as amended (31 U.S.C. 1535);
 National Wildlife Refuge System Administrative Act of 1966 as amended (80 Stat. 927; 16 U.S.C. 666dd-668ee);
 Reciprocal Fire Protection Act of 1955 (42 U.S.C. 1856);
 Organic Act of June 4, 1897, as amended,
 Multiple-Use Sustained Yield Act of June 12, 1960 (16 U.S.C. 528-31); and
 Forest and Rangeland Renewable Resources Planning Act of 1974 as amended by the National Forest Management Act (16 U.S.C. 1602); and Interagency Master Agreement 83-SIE-0015.

State Authority

New Mexico Air Quality Control Act" 74-2-1 et seq., especially sections 74-2-5, "Duties and Powers of Board;" 74-2-5.2, "State Air Pollution Control Agency," and Section 74-2-12, "Enforcement."

OBJECTIVES

1. To minimize the generation and/or impacts of smoke in New Mexico when prescribed burning is necessary, particularly in smoke-sensitive areas and in important views in Class I areas.
2. To encourage, consider, and use alternative treatments when they are ecologically beneficial, technologically feasible, and economically reasonable.
3. To assure that no National Ambient Air Quality Standards, New Mexico Air Quality Standards or air quality control regulations are violated.
4. To develop and implement an interagency system among land management agencies to monitor and inventory emissions from prescribed fires and wildfires.
5. To cooperate in developing, exchanging and presenting training for employees to promote their understanding of smoke management, fire ecology, and regulatory requirements as resources allow.

6. To establish and maintain communication and information exchange among all agencies with responsibilities for smoke management on prescribed fires.

IMPLEMENTATION

In order to meet these objectives, the signatories have developed and hereby agree to abide with the attached New Mexico Smoke Management Plan.

The signatories also agree to meet annually during the second week of January. This annual meeting will be scheduled by the signatories of this MOU on a rotating basis beginning with the New Mexico Environment Department to update maps and contact points (persons), to evaluate the prescribed fire program and the permitting and data collection system in New Mexico, and review and modify the New Mexico Smoke Management Plan where necessary.

The signatories further agree:

1. That nothing herein shall be construed in any way as limiting the authority of the NMED in carrying out their legal responsibilities for management or regulation of air quality. The requirements of (New Mexico Administrative Code 20 NMAC 2.60), Open Burning, shall remain in effect. Permit applications reviewed under the Understanding shall be reviewed under 20 NMAC 2.60 as well as the criteria in this document;
2. That nothing herein shall be construed in any way as limiting the legal authority of the Federal Land Management agencies (FLM) or State agencies, to include the Forest Service, National Park Service, Bureau of Land Management, Fish and Wildlife Service or Department of Energy, Minerals and Natural Resources in connection with the proper administration and protection of public lands in accordance with Federal or state laws and regulations;
3. That nothing in this Understanding shall be construed as obligating the signatories to expend funds in any contract or other obligations for future payment or service in excess of those available or authorized for expenditure;
4. That this Understanding shall become effective as soon as it is signed by the parties hereto and shall continue in force unless terminated by any party upon thirty (30) days notice in writing to the other of intent to terminate upon an indicated date;
5. That any previous management agreements among the signatories concerning prescribed burning pollution management are revoked upon approval of this Understanding by all parties;
6. That this Understanding may be amended upon approval of all signatories by executing an addendum containing the desired amendments;
7. That each and every provision of the Understanding is subject to the laws of the State of New Mexico, the laws of the United States, the regulations

of the Secretaries of Agriculture and Interior, and the regulations of the State of New Mexico.

8. That prescribed burning for wildlife habitat improvement, removal or reduction of fuel, maintenance of natural ecosystems and cultural scenes, protection of the urban interface, and other ecosystem management practices is an important tool.
9. Permittees are to ensure that Public Notification plans are developed and implemented for each prescribed fire activity.
10. That Fire Managers, Public Information Officers, and other Agency individuals contacting the public will know details about the prescribed burning program, project(s), and objectives of the burn. Prescribed Fire handouts and other developed educational material can enhance the process.

Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Understanding, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Understanding if made with a corporation for its general benefit.

Non Discrimination

During the performance of this Understanding, the cooperators agree to abide by the terms of Executive Orders on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The cooperators will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

Term of Understanding

This Understanding will take affect upon signature, and expire on December 31, 2002. It may be extended with a letter of reaffirmation for a period not to exceed five additional years.

Signatories

Agreed to by New Mexico Smoke Management Signatories:



Mark E. Weidler
Cabinet Secretary, New Mexico Environment Department
New Mexico Environment Department

3/6/97
Date

 JOHN R. KIRKPATRICK

Charles W. Cartwright, Jr.
Regional Forester, Southwestern Region
U.S.D.A., Forest Service

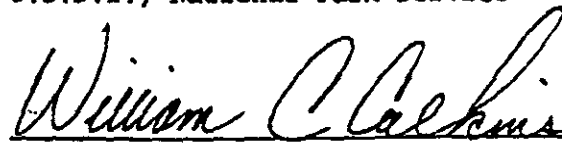
JUN 17 1997

Date



John E. Cook
Regional Director, Intermountain Field Area Region
U.S.D.I., National Park Service

5/19/97
Date



William C. Calkins
State Director
Bureau of Land Management, New Mexico

5/5/97
Date



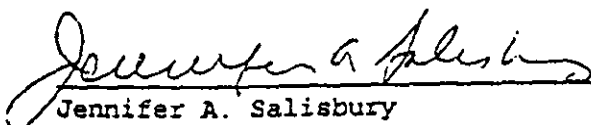
Nancy W. Kaufman
Regional Director
U.S.D.I., Fish and Wildlife Service

5/8/97
Date

(Not signatory - see attached letter)

Ray Powell, Jr.
State Land Commissioner
New Mexico State Land Office

Date



Jennifer A. Salisbury
Cabinet Secretary
New Mexico Department of Energy, Minerals and
Natural Resources

7/2/97
Date

New Mexico Smoke Management Plan

I. Policy and Definitions

A. Cooperation. The cooperative effort of all agencies involved in the use of prescribed fire for accepted ecosystem management practices is essential to the success of this plan.

1. Training. The land management agencies and the New Mexico Environmental Department will develop, exchange and present interagency training as resources allow to promote understanding of the regulatory context and effects of air pollution as well as fire ecology and smoke management. The responsible parties are the Southwest Area Fire Training Committee and the Air Quality Bureau - New Mexico Environment Department.

B. Zone Smoke Management Plans. Each existing administrative fire suppression zone board (Appendix A) shall develop a zone management plan (available upon request) to best meet the objectives of this agreement. Each zone is to cooperate on management of smoke within their airshed (Appendix B). The minimum components of a zone plan are as follows:

1. Definitions
2. Smoke-Sensitive Areas
3. Best Management Practices
4. Airsheds
5. Training
6. Monitoring
7. Class I areas

Each agency is responsible for applying for specific burning permits.

Coordination between zones will be the responsibility of the Southwest Fire Management Board.

C. Smoke Management. Each land management agency signatory to the MOU is responsible for proper smoke management for prescribed fires they conduct and, on a case-by-case basis, shall identify and implement appropriate smoke management techniques to minimize the amount and/or impact of smoke produced.

1. Clarification of Terms.

a. Smoke management includes but is not limited to techniques to dilute smoke, to reduce emissions, the identification and avoidance of smoke-sensitive areas to smoke impacts, and coordination among land management agencies.

b. Prescribed fire includes both management ignited prescribed fire (MIPF), and prescribed natural fire (PNF).

E. Prescribed Fire Contingency Plan. In prescribed fire plans, each land management agency will have an operational plan identified enabling it to reduce fire emissions, eliminate ignitions in certain areas, or take appropriate suppression action. Contingency plans will be implemented when meteorological conditions warrant, the New Mexico Environment Department determines that National or State Air Quality Standards are or will be exceeded, and/or the responsible land management agency anticipates that the prescription for a particular fire will be exceeded.

II. Permits.

A. Authority.

1. Federal Clean Air Act. Section 118(a), "Control of Pollution from Federal Facilities," Section 110, "Implementation Plans", Section 116, "Retention of State Authority"; Section 169(a), "Visibility Protection for Federal Class I Areas"; Section 176(c), "Limitations on Certain Federal Assistance," Section 109, "National Ambient Air Quality Standards."

2. New Mexico Air Quality Control Act. Section 74-2-5.2. "State Air Pollution Control Agency;" Section 74-2-5, "Duties and Powers of Board;" and Section 74-2-12, "Enforcement."

3. FLM Authority to enter Memorandum of Understanding.

Economy Act of June 30, 1932 (31 U.S.C. 686); National Wildlife Refuge System Administrative Act of 1966 as amended (80 Stat. 927; 16 U.S.C. 666dd-668ee); Reciprocal Fire Protection Act of 1955 (42 U.S.C. 1856); Organic Act of June 4, 1897, as amended; Multiple-Use Sustained Yield Act of June 12, 1960 (16 U.S.C. 528-31); and Forest and Rangeland Renewable Resources Planning Act of 1974 as amended by the National Forest Management Act (16 U.S.C. 1602).

B. Permit Application for Planned Ignition Prescribed Fires. No MIPF may be initiated without first obtaining an annual permit from the NM Environment Department. (See exemptions for agricultural burning, IIS.) Signatories to the Memorandum of Understanding shall submit a New Mexico Environment Department application to the Department. Proposed burning projects will be submitted every other month beginning in January.

1. Application Form. An annual application for all burns planned, from January 1 through December 31, must be submitted to the NMED office in Santa Fe. Computer generated versions of the application forms are acceptable.

2. Acceptable Projects. Acceptable projects within this Memorandum of Understanding include but are not limited to:

- a. Treatment or prevention of hazardous fuel accumulation.
- b. Slash disposal within contract areas (e.g. timber management, road construction, thinning, etc.)
- c. Wildlife habitat improvement.

- d. Forest stand improvement.
- e. Insect and disease control.
- f. Site preparation for revegetation.
- g. Water yield improvement.
- h. Maintenance of natural ecosystems.
- i. Maintenance and enhancement of threatened and endangered species habitat.
- j. Other vegetative management improvement projects.
- k. Cultural scene maintenance.

3. Review of Application. The Department, after review and decision, will inform the applicant that the permit is approved, approved with conditions, or denied within 35 days after receipt of a complete application. In reviewing an application, the Department will recognize the land management objectives for which the prescribed fire is proposed by the applicant and must consider the following factors:

- a. The existence of no practical alternative to burning as determined by the National Environmental Policy Act (NEPA) process.
- b. Smoke impacts due to proximity of populated areas, and projected meteorological conditions.
- c. Potential contribution to area air pollution.
- d. Climatic conditions on the day or days of burning.

4. Dissemination of Permits. Copies of all permits reviewed under this plan shall be sent by the Department to the appropriate agencies as determined by the Department.

5. Albuquerque/Bernalillo County. Any permit applications for open burning on Federal or State lands within the jurisdiction of Albuquerque/Bernalillo County will not be included within the terms of this MOU.

C. Prescribed Natural Fire (PNF)

1. Permit Application. Application for PNF areas shall be made on an annual basis. An operating plan including the prescription and map showing the area for PNF shall be included with each initial application. The applications will be reviewed and approved, approved with conditions, or denied. Subsequent annual applications for approved areas need not include plan and maps, but only minor necessary changes for that area and the permit application form.

2. Notification of Department. Notification by telephone to the Air Quality Bureau Enforcement Section of PNF fires is required if a fire exceeds ten acres. Calls will be made within 2 hours after declaration of Prescribed Natural Fire.

D. Suppression and Monitoring. If at any time the responsible land management agency or NMED in consultation with the other agencies determines that the conditions of the permit are not being met the responsible parties shall promptly initiate appropriate suppression action.

Factors that the NMED will consider in this determination include but are not limited to:

- a. National or State Ambient Air Quality Standards, or air quality control regulations are violated.
- b. National or State Ambient Air Quality Standards, or air quality control regulations are expected to be violated. If air quality standards are expected to be violated, the responsible land management agency may request that NMED provide a person to assist with monitoring.
- c. Modeled data that indicates expected violations of any National or State Ambient Air Quality Standard.
- d. Monitored data that indicates expected violations of National or State Ambient Air Quality Standard.
- e. Impact of the fire to smoke-sensitive areas: especially rural or urban population centers.
- f. Citizen complaints.
- g. National Weather Service Fire Weather Forecast predictions.
- h. Fuel conditions.
- i. Existing and predicted size of the fire.

During suppression action consultation, the affected land management agencies will provide input on agency policy and direction. Consultation will include firefighter safety, public safety, projected suppression costs, and resource availability.

1. Wildfire. Wildfire will not require a permit since appropriate suppression action is required.

2. Monitoring. If pollutant levels are anticipated to exceed National or State Ambient Air Quality Standards, air quality control regulations, or significantly impact visibility, the New Mexico Environment Department may require the responsible land management agency to monitor and/or model pollutants generated from a particular prescribed fire or wildfire. The New Mexico Environment Department may assist in identification of instrumentation, site selection, installation of instrumentation, operation, calibration, quality assurance, quality control, laboratory analysis, data interpretation, and supplies. Upon request the responsible land management agency shall within 90 days furnish the New Mexico Environment Department with a fire activity report for a particular prescribed fire or wildfire.

E. Projects not Covered. Projects not listed or not considered part of forest and public land management projects must submit an application for open

burning permit for specific projects to the local NMED district office. The Department will process those complete applications within 20 days as they are received throughout the year. The Department is prohibited by regulation from requiring permits for agricultural burning. Agricultural burning is defined as annual crops (oats, barley, etc.) or range burning (to improve grazing for plant composition and species). Currently, the Department's air quality control regulation does not require a permit for agricultural burning.

F. Permit Conditions. The following permit conditions shall apply on permits.

1. Air Pollution Emergencies and Alerts. Permits will not be valid during periods of air pollution emergency or alert in the area of burning. At the determination of such a period, the Department shall notify each signatory of the Memorandum of Understanding.

2. Smoke Management. In order to minimize smoke impacts and emissions, each land management agency signatory shall apply the best smoke management techniques. It is recognized that no two fires are alike in terms of smoke emissions and impacts. Neither are any two fires alike in the smoke management options available. Therefore, the land manager will select appropriate smoke management techniques on a case-by-case basis. While considering the maximum application of smoke management options, it is the responsibility of the land manager to select the appropriate emission reduction and impact minimization techniques for each fire.

a. All ignitions shall be done during periods conducive to good ventilation. Each signatory shall use the meteorological information produced by the National Weather Service Fire Weather Forecaster before burning. Each signatory shall endeavor to use the best meteorological information reasonably available to assure burning during conditions of at least "good" smoke dispersal.

b. For planned ignitions, a single test fire may first be ignited to indicate local mixing depths.

c. For piled material, all piles shall be cured and as free of dirt as possible. Auxiliary fuels may be used as necessary to induce proper ignition.

3. Compliance. The determination of compliance with air quality standards shall be the responsibility of the NMED. Compliance with air quality standards will be determined through modeling, emissions inventories, and air quality monitoring.

4. Visibility. Potential visibility impacts of smoke from any prescribed burn shall be explicitly considered and factored into the prescription for that burn.

5. Liability. The granting authority and the employees or agents thereof, in the issuing of a permit, do not assume any responsibility or liability for any hazardous condition created by the permittee which results in

damage to the person or property of the permittee, or the person or property of any third person.

6. Inspection by Department. All prescribed burning operations shall be subject to inspection by the Department.

7. Local Regulations and Notifications. The permit is for compliance with State air pollution control requirements only and is not a permit to violate any existing local laws, rules, regulations, or ordinances regarding fire. The permittee will notify the appropriate local agencies as required in their burn plan of intent to burn and the location of each burn. Land managers must be certain that their actions comply with all procedures contained in local air pollution control regulations and agreements.

8. Expiration Date. Each permit is valid only for the dates indicated. The permittee must note the expiration date of each permit.

9. Revocation of Permit. If at any time the Department determines that any condition of the permit is not being complied with, the permit may be revoked for the specific project where the non-compliance is occurring. If the agency is unable to correct the non-compliance condition within a mutually agreeable time, the permittee will immediately take the necessary control suppression tactics at the site of the non-compliance. In addition to revocation of the permit, the Department may take any other enforcement action authorized under State or Federal statutes, rules and regulations.

10. Actual Burning Activity. As a condition of the permit, the actual activity that occurred with each permitted burn must be reported to the Department (see section III below).

11. Other Conditions. Other conditions required for smoke management may be added to the permit if deemed necessary by the Department and in consultation with the permittee.

III. Annual Reporting of Fire Activity.

A. Annual Report. Each permitted user of prescribed fire shall provide the Department with an annual reporting of fire activity (Forms A, B, & C attached) by March 1 for the previous calendar year's activities.

1. MIPF. Permitted MIPF shall be reported. MIPF that were not carried-out need not be reported. If no information is received for a permitted burn the Department will assume no fire activity occurred.

2. PNF. Permitted PNF activity shall be reported for each fire area only when fire activity in the area occurred. If no information is received for a permitted natural fire area the Department will assume no fire activity occurred.

B. Wildfire. The Department asks signatories to annually provide (by March 1) information on wildfire that exceeds 20 acres that occurred on their lands or on land about which they receive information during the previous calendar year. If a prescribed fire is later declared a wildfire, the information should be reported as a wildfire.

C. Purpose. Annual reporting on the attached MOU forms A, B, and C as well as the Summary of Burn Accomplishment Evaluation will provide a better understanding of fire activity and its impacts in New Mexico. Combined with appropriate emission factors for each vegetative type indicated, the information provided will allow the Department to have a emission inventory for VOC's, TSP, PM-10, PM-2.5, and visibility impacts due to fire. To develop the emission inventory, the fire activity report provided by the land management agencies needs to demonstrate where, when, and how much fuel was burned; what types of fuel were burned; and how the emissions from the burn were determined. Therefore the fire activity reports shall include location, time, fuel types, (vegetative type, piles or in-situ, etc.), fuel loadings (e.g., tons per acre, pile weights), number of acres or piles burned, emissions calculated (pounds per ton, acre, or burn), emission rates (e.g. pounds per minute, tons per hour), and the emission factors used in the calculations.

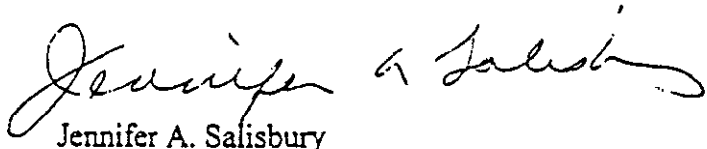
It is understood that in reporting on actual prescribed and wildfire activity, the signatories will use the best information feasible that is reasonably available. Signatories recognize that no models or precise factors are currently available to estimate VOC emissions.

Limitation of Signature

The Energy, Minerals and Natural Resources Department and its Forestry Division are not, by state statute, land management agencies and, therefore, signs this agreement pursuant to the following limitations. The Forestry Division provides technical assistance to state agencies and private landowners with land management responsibilities. These State agencies and private landowners are responsible for securing the required permits for burning from the New Mexico Environment Department to comply with the New Mexico Air Quality Control Act and New Mexico Administrative Code 20 NMAC 2.60.

The Energy, Minerals and Natural Resources Department-Forestry Division as a signatory to the New Mexico Smoke Management Memorandum of Understanding agrees to provide the following cooperative coordination pertaining to smoke management in New Mexico:

1. As a member of the "Zone Boards" and the Southwest Fire Management Board the Forestry Division cooperate on management of smoke within the airsheds in New Mexico by assisting in the development of zone management plans for smoke management and setting priorities for burns within each zone.
2. Provide information to "Zone Boards" on planned prescribed burns on state or private lands where the Forestry Division has provided technical assistance in the development of the prescribed burn plan and will be assisting the land management agency or private landowner with implementing the prescribed burn.
3. Cooperate with the Federal Land Management Agencies, state agencies, private landowners in educating the public on the use of prescribed fire as a land management tool to restore forest health in New Mexico.
4. Cooperate with the Federal Land Management Agencies, state agencies, private landowners in providing information on all prescribed fire activities within the "Zones".



Jennifer A. Salisbury

Cabinet Secretary

New Mexico Department of Energy, Minerals and
Natural Resources

Date: 4/21/97

APPENDICES

APPENDIX A. MOU Forms A, B, and C

APPENDIX B. Burn Accomplishment Evaluation

APPENDIX C. Emissions Calculation Forms for PM-2.5, PM-10, TSP, & VOC's

APPENDIX D. Permit Application and Reporting of Opening Burning.

APPENDIX E. Map of existing fire management zones in New Mexico.

APPENDIX F. Map of airsheds in New Mexico.

APPENDIX A

(pg. 1 of 3)

ANNUAL REPORTING - MEMORANDUM OF UNDERSTANDING

MOU - FORM A

MANAGEMENT IGNITED PRESCRIBED FIRE (MIPF)

DATE: _____

REPORTING AGENCY: _____

TOTAL ACREAGE: _____

How was fuel loading determined? _____

FUEL TYPES	PERCENT OF ACTUAL ACREAGE	FUEL LOADING (tons/acre)	PERCENT CONSUMPTION
GRASS			
SAGEBRUSH			
PINYON/JUNIPER			
ASPEN			
PINE/CONIFER			
OTHER			
TOTAL			

FOR PILE BURNS:

NUMBER OF PILES: _____

AVERAGE VOLUME/PILE (Cu Ft.): _____

AVERAGE % CONSUMED: _____

FUEL TYPES	PERCENT OF TOTAL *
SAGEBRUSH	
PINYON/JUNIPER	
ASPEN	
PINE/CONIFER	
OTHER	

* Note: Percent of Total must total 100%

Signed: _____

Name and Title

Date: _____

APPENDIX A

(pg. 2 of 3)

ANNUAL REPORTING - MEMORANDUM OF UNDERSTANDING

MOU - FORM B

PRESCRIBED NATURAL FIRE ACTIVITY (PNF 10 Acres +)

DATE: _____

AGENCY: _____ ADMINISTRATIVE UNIT: _____

BURN NAME: _____ COUNTY: _____

BURN BEGAN: _____ BURN ENDED: _____

TOTAL ACREAGE: _____

FUEL TYPES	PERCENT OF ACTUAL ACREAGE	FUEL LOADING (tons/acre)	PERCENT CONSUMPTION
GRASS			
SAGEBRUSH			
PINYON/JUNIPER			
ASPEN			
PINE/CONIFER			
OTHER			
TOTAL			

SUMMARY OF FIRE ACTIVITY: (Date, Acres Consumed, Impacts on Smoke Sensitive Areas)Signed: _____ Date: _____
Name and Title

APPENDIX A

(pg. 3 of 3)

ANNUAL REPORTING - MEMORANDUM OF UNDERSTANDING

MOU - FORM C

WILDFIRE ACTIVITY REPORT (20 Acres +)

DATE: _____

AGENCY: _____ ADMINISTRATIVE UNIT: _____

BURN NAME: _____ COUNTY: _____

BURN BEGAN: _____ BURN ENDED: _____

TOTAL ACREAGE: _____

FUEL TYPES	PERCENT OF ACTUAL ACREAGE	FUEL LOADING (tons/acre)	PERCENT CONSUMPTION
GRASS			
SAGEBRUSH			
PINYON/JUNIPER			
ASPEN			
PINE/CONIFER			
OTHER			
TOTAL			

SUMMARY OF FIRE ACTIVITY: (Date, Acres Consumed, Impacts on Smoke Sensitive
Areas.)

Signed: _____ Date: _____
Name and Title

APPENDIX C

(Pg. 1 of 4)

TABLE I
PM-2.5 EMISSIONS

TYPE OF BURN	ACRES	TONS PER ACRE	TOTAL TONS	PM-2.5 LBS./TON	TOTAL LBS. PM-2.5
PILED SLASH.....	_____	x _____	= _____	x 8	= _____
BROADCAST SLASH.....	_____	x _____	= _____	x <u>no data</u>	= <u>no data</u>
UNDERBURN (MC)	_____	x _____	= _____	x <u>no data</u>	= <u>no data</u>
UNDERBURN (PP)	_____	x _____	= _____	x 60	= _____
PINYON/JUNIPER.....	_____	x _____	= _____	x <u>no data</u>	= <u>no data</u>
SAGEBRUSH.....	_____	x _____	= _____	x <u>no data</u>	= <u>no data</u>
BRUSH/OAK.....	_____	x _____	= _____	x <u>no data</u>	= <u>no data</u>
GRASS.....	_____	x _____	= _____	x <u>no data</u>	= <u>no data</u>

APPENDIX C

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13. PM-10 EMISSIONS (Estimates using AP-42 Factors)

TABLE II
PM-10 EMISSIONS

	1	2	3	4	5
TYPE OF BURN	ACRES	TONS PER ACRE	TOTAL TONS	PM-10 LBS./TON	TOTAL LBS. PM-10
PILED SLASH.....	_____	x _____	= _____	x 10	= _____
BROADCAST SLASH....	_____	x _____	= _____	x 26	= _____
UNDERBURN (MC)	_____	x _____	= _____	x no data	= no data
UNDERBURN (PP)	_____	x _____	= _____	x 60	= _____
PINYON/JUNIPER.....	_____	x _____	= _____	x 26	= _____
SAGEBRUSH.....	_____	x _____	= _____	x 18	= _____
BRUSH/OAK.....	_____	x _____	= _____	x 18	= _____
GRASS.....	_____	x _____	= _____	x 20	= _____

APPENDIX C

(Pg. 3 of 4)

14. TSP EMISSIONS (Estimates using AP-42 Factors)

TABLE III
TSP EMISSIONS

TYPE OF BURN	ACRES	TONS PER ACRE	TOTAL TONS	TSP LBS./TON	TOTAL LBS. TSP
PILED SLASH.....	_____	x _____	= _____	x 12	= _____
BROADCAST SLASH....	_____	x _____	= _____	x 34	= _____
UNDERBURN (MC)	_____	x _____	= _____	x no data	= no data
UNDERBURN (PP)	_____	x _____	= _____	x 70	= _____
PINYON/JUNIPER.....	_____	x _____	= _____	x 34	= _____
SAGEBRUSH.....	_____	x _____	= _____	x 30	= _____
BRUSH/OAK.....	_____	x _____	= _____	x 30	= _____
GRASS.....	_____	x _____	= _____	x 20	= _____

APPENDIX C

(Pg. 4 of 4)

15. VOC EMISSIONS (Estimates using AP-42 Factors)

TABLE IV
VOLATILE ORGANIC COMPOUNDS

TYPE OF BURN	METHANE			NONMETHANE		
	TOTAL TONS FROM COL. 3 TABLE II	LBS. PER TON METHANE	TOTAL LBS. METHANE	TOTAL TONS FROM COL. 3 TABLE II	LBS. PER TON NON- METHANE	TOTAL LBS. NON- METHANE
PILED SLASH.....	_____	x 2.0	= _____	_____	x no data	= no data
BROADCAST SLASH.....	_____	x 3.0	= _____	_____	x 3.4	= _____
UNDERBURN (MC).....	_____	x no data	= no data	_____	x no data	= no data
UNDERBURN (PP).....	_____	x no data	= no data	_____	x no data	= no data
PINYON/JUNIPER.....	_____	x no data	= no data	_____	x no data	= no data
SAGEBRUSH.....	_____	x no data	= no data	_____	x no data	= no data
BRUSH/OAK.....	_____	x no data	= no data	_____	x no data	= no data
GRASS.....	_____	x no data	= no data	_____	x no data	= no data

NMED Phone Number: Filiberto D. Dominguez 505-827-1494, Ext. 1507



PERMIT NO. _____
(AQB assigned)

NEW MEXICO ENVIRONMENT DEPARTMENT/AIR QUALITY BUREAU
PERMIT APPLICATION AND REPORTING OF OPEN BURNING FOR
PRESCRIBED/PREScribed NATURAL FIRE AREAS

PERMITTEE: USDA___ USDI___ BLM___ MILITARY___ DOE___ PRIVATE___ OTHER___

ADMINISTRATIVE UNIT: _____ COUNTY: _____

CONTACT: _____ PHONE: _____

NAME OF BURN: _____ LOCATION: _____

(Township, Range, Section)

PROPOSED ACREAGE _____ FUEL LOADING DETERMINATION METHOD _____

TYPE OF FUEL _____ TONS/ACRE _____

Is burn likely to impact a smoke sensitive area? Yes___ No___

If yes, please attach a map of smoke sensitive areas (Include distance and direction).

Smoke sensitive areas include: Class I areas as well as other scenic and important views, urban and rural population centers, hospitals, nursing homes, schools, transportation facilities such as roads, highways, and airports, recreational areas, and other locations that may be sensitive to smoke impacts for health, safety, and/or aesthetic reasons.

Signed _____ Date _____
Name and Title

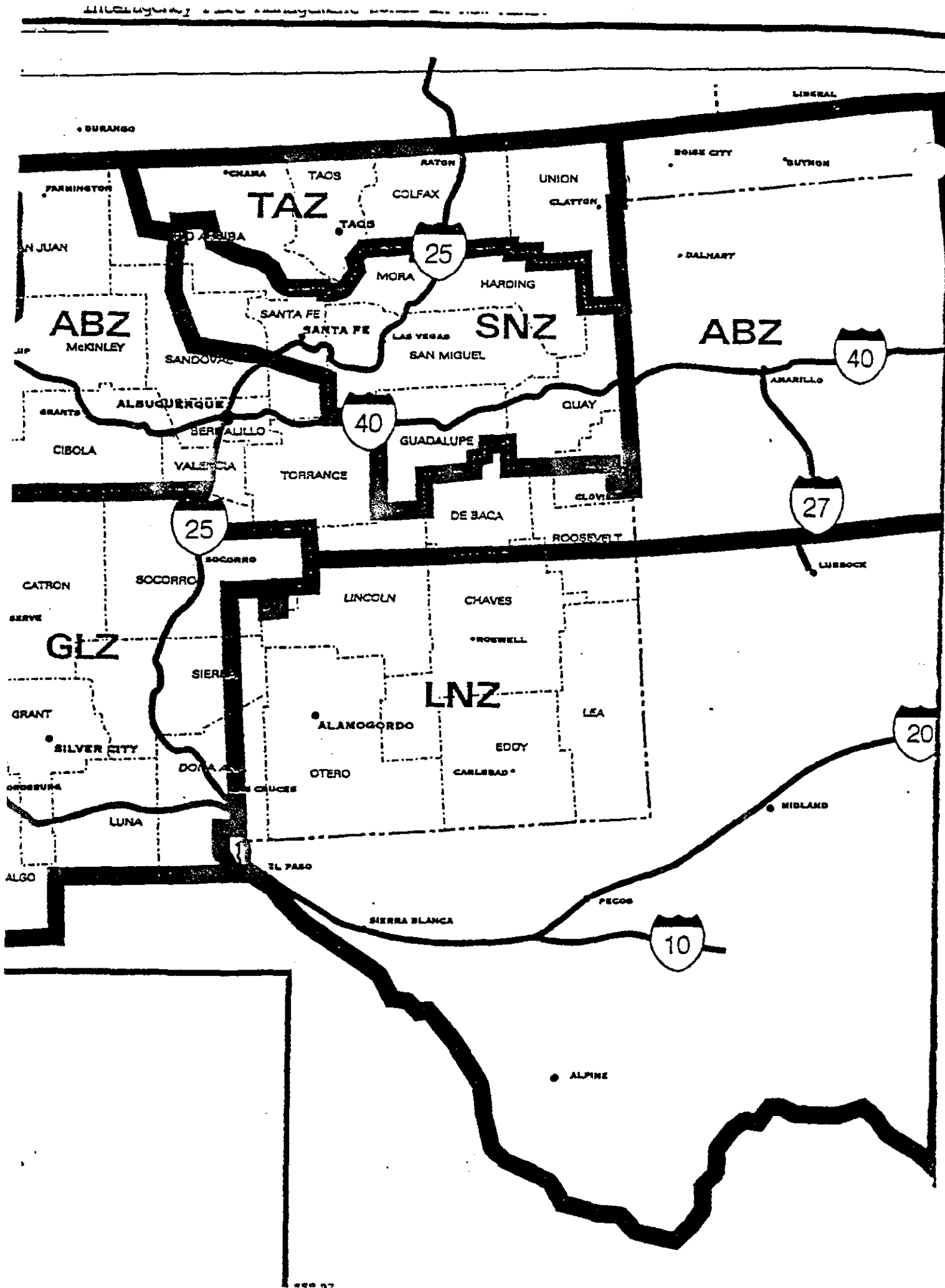
Submit to: New Mexico Environment Department, Air Quality Bureau
2048 Galisteo
Santa Fe, NM 87505

This application has been received by the New Mexico Environment Department and is
APPROVED___ DENIED___ for the following reasons: _____

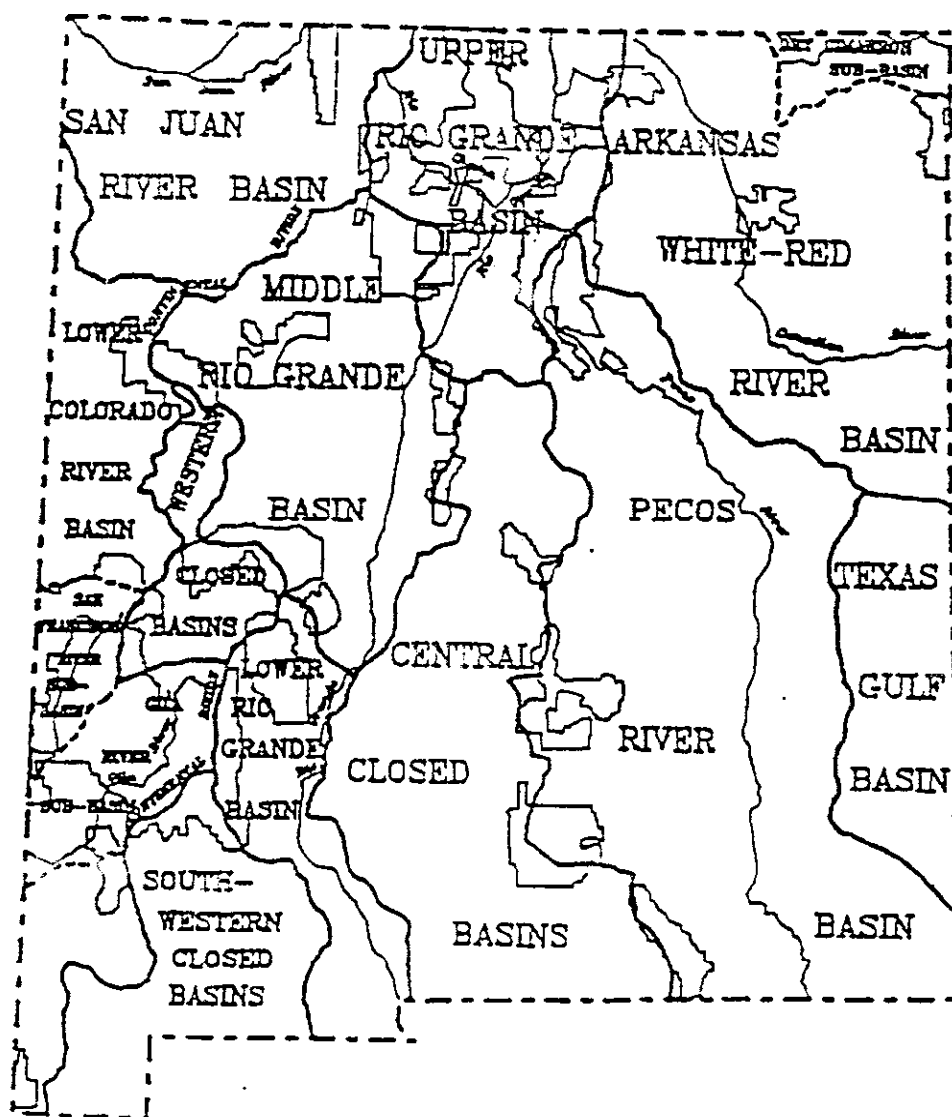
This permit is approved for the following dates: _____
and is subject to the conditions set forth in 20 NMAC 2.60 and the following conditions: _____

The Department reserves the right to cancel this permit at any time if the public interest so warrants it. The holder of this permit is therefore cautioned and charged that he/she, and he/she alone, assumes full responsibility to exercise the utmost care and judgement before igniting any prescribed fires. The Environment Department hereby disclaims any and all liability of itself or its agents that might be incurred by petitioner's acts.

Signed _____ Date _____
Name and Title



Airsheds in New Mexico based on watershed boundaries.
 Produced after New Mexico Water Quality Control Commission, 1990,
 "Water Quality and Water Pollution Control in New Mexico."



5. Initial Attack Operating Plan, Santa Fe Zone

See the following pages.

INITIAL ATTACK OPERATING PLAN

This operating plan is between the United States Department of Interior; U.S. Fish and Wildlife Service (USF&WS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), the United States Department of Agriculture - U.S. Forest Service (USFS); and the State of New Mexico; Energy, Minerals and Natural Resources Department's Forestry and Resources Conservation Division (F&RCD).

I. AUTHORITY

Authority for this Operating Plan is derived from and part of the 1978 Joint Powers Agreement, Section E., General Provisions, Item 5, among the above mentioned Federal and State agencies, which calls for the preparation and adoption of an annual Operating Plan.

II. PURPOSE

The purpose of this Operating Plan is to establish an agreement among the above mentioned Federal and State agencies for wildland fire initial attack procedures for the area known as the Santa Fe Unit, State of New Mexico.

III. RESPONSIBILITY

It is mutually agreed that each party of this Operating Plan will independently perform initial attack services as defined in Section IV below within those zones for which they have assumed that

responsibility. Such initial attack action shall continue until the fire is either declared out or until it escapes initial attack. If for any reason the Initial Attack Agency cannot perform those initial attack services, the Parent Agency shall be notified as soon as possible.

It also is mutually agreed that each party of this Operating Plan will retain ultimate responsibility for all fire suppression action on lands under its administrative jurisdiction.

IV. DEFINITIONS

A. Escaped Fire is a fire that exceeds the capabilities of the initial response forces.

B. Initial Attack is that initial suppression response to a wildland fire.

C. [Initial Attack Agency is that agency which has the closest and most available fire protection resources for a designated geographical area].

D. Initial Attack Zones are mutually agreed upon geographic areas where initial attack responsibilities have been delineated and agreed upon by parties to this Operating Plan..

E. Incident Commander is the first fire qualified supervisory person to arrive at the fire, until relieved.

F. Notification of Initial Attack Action is documentation, between the initial attack agency and the parent agency, of dispatch action taken following the report of a fire.

G. Parent Agency is that agency having ultimate responsibility for fire suppression action on lands under its jurisdiction.

V. DESIGNATED ZONES OF RESPONSIBILITY

A. Initial Attack Zones have been established based on closest and available fire protection resources, and capabilities of the designated Initial Attack Agency. A map of these zones is attached hereto and made a part of this Operating Plan (Exhibit 1).

The designated Initial Attack Zones are based on historical wildfire incidents and are agreed to by off-setting for Federal and non-federal expenditures of funds, and thereby mutually beneficial and cost effective. Also, it is agreed that Federal protection (cost) on non-federal lands will not exceed the protection by the State. Conversely, the State will not expend funds to a greater extent in protecting Federal lands than would the Federal agencies in protecting Federal lands.

B. The agency responsible for initial attack should make reasonable effort to contact private landowners in advance of fire season. The objective of such contacts is to briefly explain the initial attack responsibilities and obtain keys or permission by the landowner to cut fences or gates for access to fires. Any damage to private lands for access should be restored following control of the fire. These contacts should be made by local unit personnel who have the initial attack responsibility.

VI. SPECIFIC PROVISIONS

A. Initial Attack Fires

1. Communication. Each agency will submit an initial report to cooperating agencies of their available resources by May 1 each year. This report shall be updated as changes occur.

a. Prompt notification to the Parent Agency as soon as is practical after the initial dispatch.

b. The Notification of Initial Attack Action Report will be communicated to Parent Agency within 24 hours of the initial dispatch. See Exhibit II for outline.

c. Authorization has been given between agencies to exchange radios and radio frequencies for fire suppression activities.

2. Coordination

a. Initial Attack Agency shall abide by parent agencies procedures in dealing with ownerships involved.

b. The Initial Attack Agency will continue dispatching services for which initial attack actions are being undertaken.

c. Payment. The Initial Attack Agency will bear the initial attack cost unless otherwise negotiated.

d. Coordination. A Multiple Agency Coordination (MAC) group will be established when such situations arise.

B. Escaped Initial Attack Fire

1. Communication

a. The initial attack Incident Commander shall notify the dispatcher when the fire has escaped initial attack.

b. The time of escape, date, from whom, and to whom the report is made must be documented by the dispatcher, which must be reported immediately to the Parent Agency. See sample (Exhibit III).

c. In situations where the Parent Agency requests the Initial Attack Agency continue suppression actions a Incident Status Summary (ICS-209) must be submitted daily to the Parent Agency. See sample (Exhibit IV).

2. Coordination

a. Parent Agency will assume suppression responsibility for the fire upon notification.

b. As appropriate, suppression plans shall be negotiated and agreed to by coordinating agencies.

c. The need for a Resource Advisor will be determined at the time the Parent Agency is notified of the escaped fire.

d. Dispatch. Agencies involved will negotiate and agree who will have the dispatching assignment.

3. Payment

a. Upon notification of an escaped fire, the

Parent Agency assumes fiscal responsibility as per Section B, C, and D, Item 1d of the Joint Powers Agreement.

b. Fires that are entirely on lands under State jurisdiction: Upon notification of an escaped fire, the State will designate a comptroller or authorized individual to approve expenditures and fiscal responsibilities.

c. Initial attack agency shall submit an estimate of reimbursable suppression cost for fires on State and private lands to the Forestry and Resources Conservation Division within 2 weeks from the time that the service was rendered. See Exhibit V.

VII. GENERAL PROVISIONS

A. News Releases. Involved agencies will coordinate news release items pertaining to the current fire situation to the media.

B. Mop Up and Abandonment Checks. The Initial Attack Agency will be responsible for mop up and abandonment checks, unless otherwise negotiated.

C. Fire Statistics (Fire Report, Records, etc.)

1. The origin of the fire denotes the Parent Agency.

2. The Parent Agency has the responsibility of preparing their statistical fire report. Information for this report shall be provided by the Initial Attack Agency.

D. Effective Date. This plan is effective when all parties have signed this plan.

E. Review and Revisions

1. This plan will be reviewed annually before March 15 of each year.

2. This plan will remain in effect among all the signing parties until one or more of the parties submits a written notice of withdrawal from the plan or requests a change in the plan which would affect the other parties signing the plan. Interim modifications of this plan may be made subject to agreement by parties concerned to correct unworkable situations.

3. Changes in initial attack jurisdictional areas will be made as attachments to this plan and will be signed only by those parties involved in the jurisdictional changes. Amendments will be submitted to the Forestry and Resources Conservation Division to be placed in the Joint Powers Operating Plan master file.

4. Copies of the master Joint Powers Operating Plans and maps of initial attack zones will be maintained by the Forestry and Resources Conservation Division.

AMENDMENT 1

As per Section VII., Paragraph E., Item 3., of the Initial Attack Operating Plan for the Santa Fe Unit, the Santa Fe National Forest and the Energy, Minerals and Natural Resource Department's Forestry and Resources Conservation Division hereby enter into the following agreement for initial attack on Santa Fe National Forest lands North and West of Las Vegas, New Mexico as follows:

Santa Fe National Forest

The Santa Fe National Forest will provide two trained seasonal GS-3 or GS-4 firefighters to assist the Las Vegas District of the Forest and Resources Conservation Division in staff on engines at the Las Vegas District headquarters for a minimum time period of May 1 - July 31. The Forest Service shall be responsible for hiring, time reporting, and all other personnel actions necessary for the employment of these persons.

Forestry and Resources Conservation Division

The Forestry and Resources Conservation Division's Las Vegas District will prepare fire time reports for all fire suppression time and submit it to the Pecos Ranger District at the end of each payperiod.

All salary costs incurred by these two individuals on fires for which the Forestry and Resources Conservation Division has fiscal responsibility will be paid by the Forestry and Resources Conservation Division as a reimbursable suppression cost.

Southwest Area Mobilization Guide
Section 27 • Preparedness Levels

	<ol style="list-style-type: none"> Assure flight following practices are followed. Maintain weekly Situation Reports. Develop and Maintain Seasonal Severity Chart. Notify NIFC, Southwest Area Dispatch Zones, and the SWFMB of any major incidents. Participate in zone fire preparedness staff inspections. Monitor resource availability.
<i>Zone Fire Management Boards</i>	<ol style="list-style-type: none"> Select Type II Incident Management Teams. As needed, review operating plans under the State Joint Powers Agreements. Review zone operating plan; delegate authority to the Zone Center Manager to carry it out.
<i>Zone Center Manager</i>	<ol style="list-style-type: none"> Review Zone Coordination Center Operating Plan with the Zone Interagency Fire Management Board. Assist Zone Interagency Fire Management Board in revision of Operating Plan of the State Joint Powers Agreements, as needed. As needed, review operating guides for local Mobilization Centers. As needed, initiate zone Interagency Hotshot Crew and Southwestern Forest Fire Fighter Crew rotation schedules. Develop and maintain seasonal fire severity charts. Assure pre-season agreements are completed, provide assistance where needed. Assure Zone Operating Plan is complete and updated. Keep SWCC informed daily if prescribed fires are planned or occurring, and all resource commitments to these activities. Notify SWCC and other Southwest zones of major incidents via FNET. Assure flight following practices are adhered to. Prioritize fire suppression actions to optimize suppression effectiveness within the Zone by using appropriate strategies. Forward Weekly Situation Reports to SWCC.

Southwest Area Mobilization Guide
Section 27 • Preparedness Levels

27.3.2 PREPAREDNESS LEVEL II

- Numerous zones are consistently in high fire danger, southern zones may be higher.
- SW Area fire severity 5 day mean average is consistently between 30 and 45.
- Numerous Class A, B, and C fires are occurring and a potential exists for larger fires of more than one burning period duration. Resources within the zones are adequate. Potential exists for movement of resources between zones to become more frequent.
- National Preparedness Levels between I and IV. (See Appendix I)
- Five to 10 day weather forecast does not predict a sustained increase in fire severity (i.e., Red Flag watch and warnings, frontal passages, etc.)

Responsibility	Action Items in addition to Level I
<i>Southwest Fire Management Board</i>	<ol style="list-style-type: none"> Initiate Type I Incident Management Team on-call schedule. Coordinate the issuance of press releases that highlight interagency current conditions and a brief outlook.
<i>SWCC Center Director</i>	<ol style="list-style-type: none"> Activate 7 day operation for SWCC. Expand SWCC operations to provide proper staffing of the Resource and Intelligence desks to cover 13 to 16 hour coverage. Activate presuppression lead plane agreements. Initiate submission of zone daily situation report (wildfire and prescribed fire). Compile and submit SW Area daily SITSTAT and RESTAT report to NICC and SW Area zones. Compile and distribute daily resource availability within the Southwest Area. Contact National Weather Service Offices to activate twice-daily Fire Weather Forecasts.
<i>Intelligence Chief</i>	<ol style="list-style-type: none"> Prepare and disseminate morning briefing report.
<i>Zone Fire Management Boards</i>	<ol style="list-style-type: none"> Initiate Type II Incident Management Team on-call schedule. Consider activating an intelligence specialist(s) for zone activities. Coordinate the issuance of press releases that highlight current interagency conditions and a brief outlook.

Southwest Area Mobilization Guide
Section 27 • Preparedness Levels

Zone Center Manager

1. Activate 7 day operation of the Zone as requested by the Center Director.
2. Expand Zone Coordination Center operations to provide proper staffing as needed.
3. Assure management systems provide sufficient support to keep computers and telecommunications fully operational.
4. Compile and submit zone daily situation report to SWCC.
5. Initiate conference calls to members of the Zone Management Board to discuss the situation. Frequency of conference calls and/or meetings to be determined by the Board.
6. Monitor Area Severity Index with increased attention in an upward trend.

27.3.3 PREPAREDNESS LEVEL III

- a. Most Zones experiencing high or greater fire danger.
- b. SW Area fire severity 5 day mean average is consistently between 46 and 59.
- c. High potential exists of fires becoming class D and larger. Incidents are requiring a major commitment of Southwest Area or National resources. Mobilization of additional resources are being ordered through SWCC; competition exists for resources between zones.
- d. National Preparedness Level from I-IV. (See Appendix I)

Responsibility	Action Items in addition to Level I & II:
<i>Southwest Fire Management Board</i>	<ol style="list-style-type: none"> 1. Establish Interagency public information specialist(s) for SWCC on 24 hour basis as needed. 2. Initiate requests for severity funds. 3. Consider activation of MAC Group.
<i>SWCC Center Director</i>	<ol style="list-style-type: none"> 1. Operate SW Area Coordination Center on a 24 hour basis as needed. 2. As needed, require OVERSTAT to be updated twice daily. 3. Prioritize fire suppression actions to optimize suppression effectiveness by using appropriate logistical strategies. 4. Assure management systems provide sufficient support to keep computers and telecommunications fully operational.

Southwest Area Mobilization Guide
Section 27 • Preparedness Levels

5. Monitor the implementation of fire restrictions throughout the Southwest Area.
6. Initiate conference calls to members of the SWFMB to discuss the current situations. Frequency of conference calls and/or meetings to be determined by the Group.
7. Maintain one-half of contract helicopters within the Southwest Area for initial attack.
8. Maintain four airtankers within the Southwest Area for initial attack.
9. Maintain two hotshot crews per state for new start support.
10. Activate a Fire Behavior Center in SWCC as needed, based upon need and severity.
11. Coordinate fire restrictions.
12. Coordinate teleconference with all Zone Center Managers.

Intelligence Chief

1. Present morning briefing as directed by Center Director.

Zone Fire Management Board

1. Initiate request for severity funds.
2. Consider implementation of fire restrictions within the zone.

Zone Center Manager

1. As needed, operate Zone Coordination Center on a 24 hour basis.
2. Keep OVERSTAT updated continuously.
3. Through Zone Management Board monitor the implementation of fire restrictions.
4. Prepare Daily Morning Management Briefing paper.

27.3.4 PREPAREDNESS LEVEL IV

- a. Numerous zones are experiencing very high or greater fire danger.
- b. SW Area fire severity 5 day mean average is consistently between 60 and 78.
- c. Class D and larger fires are common. The potential exists to exhaust Area/National Resources.
- d. National Preparedness Levels I-V. (See Appendix I)
- e. Numerous periods of severe air stagnation are occurring in sensitive airsheds.

**Southwest Area Mobilization Guide
Section 27 • Preparedness Levels**

Responsibility	Action Items In addition to Level I - III
Southwest Fire Management Board	<ol style="list-style-type: none"> 1. Notify NICC and all SW Area zones of MAC Group members, telephone numbers. 2. Prioritize fire suppression actions to optimize suppression effectiveness within the SW Area. 3. Coordinate with agency heads to suspend ignition of prescribed burns and declaration of Prescribed Natural Fires, except those that are of no significance or risk. Coordinate suspension of prescribed fire activities with the Zone Boards.
SWCC Center Director	<ol style="list-style-type: none"> 1. Request SWFMB activate the MAC when multi-agency fire problems exist. 2. Notify NIFC and all SWA Zones when MAC Group is operational. 3. Pre-position additional initial attack resources in strategic locations. 4. Coordinate resource needs with SWFMB/MAC. 5. Coordinate interagency need for specific area closures.
Zone Fire Management Board	<ol style="list-style-type: none"> 1. Coordinate with agency heads the SWFMB direction to suspend or curtail ignition of prescribed burns. 2. Determine interagency need for area closures. 3. Limit prescribed burns and prescribed natural fires to those certified by the agency administrator to have little chance of requiring suppression resources beyond those committed in the prescribed fire plan. This determination shall be made daily, in writing, and shall become a permanent part of the prescribed fire situation analysis. All new natural ignitions will be classified as wildfires and appropriate suppression action taken, except when approved by a Southwest Area agency head. 4. Coordinate prescribed fire activity suspensions.

27.3.5 PREPAREDNESS LEVEL V.

- a. Same as Level IV with addition of military resources.

Responsibility	Action Items In addition to Level I - IV
Southwest Fire Management Board	<ol style="list-style-type: none"> 1. Add Military Liaison to MAC Group if not already in place.

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APPENDIX I

1. The following comparison chart will be used to assist the Southwest Area Coordinator in determining the SW Area preparedness levels based upon the National situation.

SOUTHWEST AREA LEVELS

		I	II	III	IV	V
N	I	I	II	III	IV	V
A	II	I	II	III	IV	V
T	III	II/III	II/III	III	IV	V
'	IV	II/IV	II/IV	III/IV	IV	V
L	V	III/IV	III/IV	III/IV	IV/V	V